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[Proposed] Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:

INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION,

Debtor.

Case No. 23-30662-HLB

Chapter 11

**SUPPLEMENTAL DECLARATION OF  
LANCE MILLER IN SUPPORT OF  
APPLICATION TO EMPLOY PALADIN  
MANAGEMENT GROUP, LLC AS  
FINANCIAL ADVISOR FOR THE DEBTOR  
NUNC PRO TUNC TO THE PETITION  
DATE**

[No Hearing Required]

Lance Miller, being duly sworn, deposes and says:

1. I make this supplemental declaration in support of the application (the “Application”)<sup>1</sup> filed by the above-captioned debtor and debtor in possession (the “Debtor”) to employ Paladin Management Group, LLC (“Paladin”) as financial advisor, effective as of the Petition Date.

2. Paladin was retained by the Debtor and ILWU Coast Longshore Division (“Coast”) through an original retention agreement dated July 27, 2023 (the “Original Engagement Agreement”). The Original Engagement Agreement required payment of a retainer equal to \$50,000 (the “Original Retainer”), which was paid by Coast on July 31, 2023. Paladin commenced providing services under the Original Engagement Agreement following receipt of the Original Retainer.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. On September 8, 2023, Paladin and the Debtor entered into a revised and restated Engagement Agreement (the "Revised Engagement Agreement") which, among other things, restated the scope of Paladin's services and removed Coast as a client. The Revised Engagement Agreement required payment of a total retainer equal to \$150,000. The Debtor and Coast directed Paladin to apply the Original Retainer towards this obligation, and on September 12, 2023, the Debtor paid an additional \$100,000 to Paladin bringing the total retainer to \$150,000 as required under the Revised Engagement Agreement.

4. On September 13, 2023, Paladin delivered an invoice to the Debtor for services rendered between July 27, 2023 and August 31, 2023, totaling \$82,378. The invoice applied the retainer balance towards the invoiced amounts, leaving a retainer balance of \$67,622.

5. On September 25, 2023, the Debtor paid Paladin an additional retainer totaling \$150,000, increasing the retainer balance to \$217,622.

6. On September 29, 2023 – one day before the Petition Date – Paladin delivered an invoice to the Debtor for services rendered between September 1, 2023 and September 29, 2023, totaling \$190,883. The invoice applied the retainer balance towards the invoiced amounts, leaving a retainer balance of \$26,738.

7. The table below summarizes the transactions discussed above.

Date	Description	Credit	Debit	Net Amt.
07/31/2023	Retainer			
09/12/2023	Retainer	50,000		50,000
09/13/2023	Invoice No. 100749 re Professional Fees from 7/27/23 - 8/31/23	100,000		150,000
09/25/2023	Retainer		(82,378)	67,622
09/29/2023	Invoice No. 100772 re Professional Fees from 9/1/23 - 9/29/23	150,000		217,622
			(190,883)	26,738

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 5th day of October, 2023, at Los Angeles, California.

  
Lance Miller